

POLICY SUMMARY

This page shows the key facts that the Financial Services Authority has asked us to bring to your attention. They are not the full terms and conditions. These are detailed in the rest of this document. This summary does not form part of your contract of insurance.

The Insurers

This insurance is underwritten 100% by Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited.

The main points about **Conveyancing Fees Protection**

In the unfortunate event that your property purchase does not progress to completion, because

- the other party withdraws, or
- you are made compulsorily redundant, or
- you, or your partner, fail to survive,

Conveyancing Fees Protection can repay up to 100% of the outstanding solicitors fees (including disbursements already incurred) subject to a maximum of £5,000. A single premium is payable. The full benefits of **Conveyancing Fees Protection** can be found within the section '**The Cover**'.

What **Conveyancing Fees Protection** doesn't cover

Like all policies of this type there are some things that **Conveyancing Fees Protection** does not cover. Importantly, these include:

- compulsory redundancy which you knew about at the start of cover.
- suicide.
- war or related risks.

All the policy exclusions are explained in full within the section '**The Exclusions**'.

When you apply for cover you must be 18 or over, be buying a residential property in England or Wales, have agreed with us a fee for the conveyancing work and not be aware of any impending compulsory redundancy. You must also request this product within five days of entering into an agreement for conveyancing work. Please see the section '**To Qualify for Cover**' which tells you the full eligibility requirements.

Time to reconsider after you apply ("cooling off period")

If, having applied for **Conveyancing Fees Protection**, you decide that you do not want the insurance after all, simply write to the Scheme Administrators within 14 days of receiving your personal Insurance Schedule and all cover will be cancelled.

How long cover lasts and how to cancel

This is a single premium product. Once you have paid the premium you will be covered for a period of 6 months from the start of cover. The Insurers recommend that you review your personal circumstances periodically to make sure this insurance is still suitable for you.

You can cancel cover at any time by writing to us. There is no refund when you cancel after the "cooling off period".

How to claim

If you need to make a claim we will automatically provide you with a claim form. Further details about claiming can be found in the section '**How to make a claim**'.

How to complain

If you wish to make a complaint about any aspect of your policy you should contact the Insurers. You can do this by contacting their appointed Scheme Administrators. Please write to: The Managing Director, Cassidy Davis Insurance Services Limited, 21 Perrymount Road, Haywards Heath, West Sussex RH16 3TP. Tel 01444-450550. Fax 01444-458234.

The Insurers have internal complaints handling procedures that are available on request. In the event that you remain dissatisfied you can refer the matter to the Complaints Department at Lloyd's. The contact details are; Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel 020 7327 5693. Fax 020 7327 5225. E-mail complaints@loyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaints procedure is without prejudice to your right to take legal proceedings.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyds Chambers, Portoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscs.org.uk

Convex Conveyancing Limited

CONVEYANCING FEES PROTECTION

Purchase of Private Residential Property

Understanding the cover

Certain words and phrases will have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will appear in **bold print** from now on. They will help **you** to understand the cover and are explained in 'Policy Definitions'.

Language

All insurance documents and all communications with **you** about **Conveyancing Fees Protection** will be in easy to understand English. No language other than English will be used.

To qualify for cover

You are eligible for this insurance provided that, at the **start date**, **you**: -

- are 18 or over and
- are buying a private residential property in England or Wales and
- have agreed **conveyancing fees** with **us** and
- have effected this insurance within five days of instructing **us** and
- have paid the appropriate insurance premium.

The Cover

- If, during the cover period stated above, **your** purchase of a private residential property does not proceed because of any insured event, the Insurers will indemnify **you** for the amount of **your** agreed conveyancing fees incurred up to the time the purchase falls through.
- Receipted disbursements made by **us** including VAT will be indemnified in addition to the purchase fees.
- The Insurers will not indemnify any additional amount that was not included in the original agreed **conveyancing fees**.
- All benefit will be paid directly to **us**.
- Only one claim for incomplete purchase will be paid during the cover period subject to a maximum of £5,000 or the agreed **conveyancing fees** whichever is less.

The Insured Events are:

1. the withdrawal of **your** seller for any reason or
2. **you** become unemployed due to **compulsory redundancy** in accordance with United Kingdom employment law or
3. **you** fail to survive or **your** spouse or live-in partner fails to survive.

The Exclusions

No benefit will be payable in respect of claims arising from

1. **compulsory redundancy** which **you** were aware of at the **start date**
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
4. Suicide.

The maximum amount payable

The maximum amount payable in respect of outstanding **conveyancing fees** is £5,000.

Scale of Benefit

The amount the Insurers pay depends upon the stage at which **your** purchase falls through, as shown below.

Stage		Amount payable by the Insurers
Stage 1	Obtaining instructions through to receipt of the seller's contract	25% of the agreed conveyancing fees
Stage 2	Receipt of contract through to receipt of searches	50% of the agreed conveyancing fees
Stage 3	Receipt of searches through to agreement of contract	75% of the agreed conveyancing fees
Stage 4	Agreement of contract through to exchange of contracts	100% of the agreed conveyancing fees

Quoted disbursements that have been incurred will be paid in addition to the relevant percentage of the agreed **conveyancing fees**. All benefit will be paid directly to **us**.

Only one claim for incomplete purchase will be paid under this Evidence of Cover.

Cancellation by you

Although **you** can cancel cover after the "cooling-off period" by writing to **us**, please be aware that there will be no refund of premium.

Cancellation or amendment by the Insurers

The Insurers will not cancel or amend the terms and conditions of **your** cover.

How to make a claim

Cassidy Davis Insurance Services Limited have been appointed as the Claims Administrators for **Conveyancing Fees Protection**. Following an insured event **we** will provide **you** with a claim form. The claims procedure will then be explained to **you**. The Claims Administrators may be contacted at: Cassidy Davis Insurance Services Limited, 21, Perrymount Road, Haywards Heath, West Sussex, RH16 3TP, Telephone: 01444 450550 Fax: 01444 458234.

Cassidy Davis Insurance Services Limited are specialists in this type of insurance, with many years of experience and they will be there to help **you**.

Customer Service

The Claims Administrators are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. Every effort will always be made to resolve any problem that **you** may have.

How to complain

If, after buying **Conveyancing Fees Protection** **you** wish to make a complaint about any aspect of **your** policy **you** should contact the Insurers. **You** can do this by contacting their appointed Scheme Administrators. Please write to: The Managing Director, Cassidy Davis Insurance Services Limited, 21 Perrymount Road, Haywards Heath, West Sussex RH16 3TP. Tel: 01444-450550 Fax: 01444-458234

The Insurers have internal complaints handling procedures that are available on request.

In the event that **you** remain dissatisfied **you** can refer the matter to the Complaints Department at Lloyd's. The contact details are: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel 0845-080-1800. Further details will be provided at the appropriate stage of the complaints process.

This complaints procedure is without prejudice to **your** right to take legal proceedings.

The Insurers

Conveyancing Fees Protection is underwritten 100% by Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. They are entered in the Register of Lloyd's Managing Agents and regulated by the Financial Services Authority. Registered Office: Sidcup House, 12–18 Station Road, Sidcup, Kent DA15 7EX, UNITED KINGDOM. Registered in England number 04434499.

Choice of law

Whilst the parties to this insurance are free to choose the law applicable to it, the Insurers propose English law and, in the absence of any other agreement, English law will be used.

Data Protection Act

It is understood by **you** that the Insurers will process any information about **you** in compliance with the Data Protection Act 1998 and only for the purpose of providing **your** insurance cover and handling any claims. This may necessitate providing such information to third parties.

Risk transfer

All premium payments from **you** and due to the Insurers for this policy will be held by **us** on behalf of the Insurers. In this capacity, **we** are acting as authorised agents of the Insurers. This means that once a premium is paid to **us** it is deemed to have been received by the Insurers.

All claim benefit payments from the Insurers and due to **you** will be held by the Claims Administrators. In this capacity, the Claims Administrators are acting as an authorised agent of the Insurers. This means that all claim benefits due to **you** from the Insurers are not deemed to have been paid until they are actually received by **us** and credited to **your** Conveyancing Fees account.

For your protection – FSA registration details

The Insurers are authorised and regulated by the Financial Services Authority and entered on their register under number 226696.

The claims administrators are authorised and regulated by the Financial Services Authority and entered on their register under number 311493.

We are an Appointed Representatives of Sennocke International Insurance Services Ltd of London House, 77 High Street, Sevenoaks, Kent TN13 1LD who are authorised and regulated by the Financial Services Authority (FSA). **We** are permitted to arrange, advise on, deal as agent of insurers, assist in claims handling with respect to non-investment insurance policies. **Our** firm reference is 436057 and Sennocke International's firm reference number is 309040.

You can check this on the FSA's Register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0815 606 1234.

The Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this contract.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscs.org.uk

Certification of your cover

The Insurers will insure **you** in accordance with the terms and conditions stated in this document and which are confirmed in the Master Policy. The Master Policy is a contract that governs **Conveyancing Fees Protection** and which has been agreed between the Insurers and **us**.

Definitions

“compulsory redundancy”

means **you** receiving written notice from **your** employer that the permanent contract of employment **you** held is being terminated against **your** wishes because either:

1. **your** employer has stopped trading (or soon will do) either totally or just in the place they employed **you**,
or
2. **your** employer has decided that the specific job **you** do for them is (or soon will be) no longer needed.

“conveyancing fees”

means the sum payable by **you** for conveyancing work as advised by **us** including VAT.

“start date”

means the date from which **you** are covered under this insurance. This date is shown on within **your** insurance schedule

“we/our/us”

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